



The Protection of the Freedom of Expression Bill

A Bill to make provision for the positive and impartial protection by persons entrusted with control of public premises of certain freedoms assured by the New Zealand Bill of Rights Act 1990

1. This Bill may be cited as the Protection of Freedom of Expression Bill

Object:

2. The object of the Bill is to secure the freedom of expression, the freedom of association and the freedom of peaceable assembly within the law for any speaker and any person who wishes to hear that speaker at any place owned or under the control of a provider, by ensuring that the use of any premises of the provider or over which the provider may exercise any control is not unreasonably denied to any individual or body.

3. A provider shall not refuse the use of any premises of the provider or over which the provider may exercise control which are usually made available for public speaking events, meetings and other assembly:

(a) because of one or more of:

(i) in relation to an individual, their ideas or opinions;

(ii) in relation to a body, its policy or objectives or the ideas or opinions of any of its members;

(iii) the activities or threatened activities of any person, group of persons or organization that wishes or appears to wish, by unlawful means, to interfere with, prevent or frustrate the exercise of a freedom referred to in section 3, involving the use of the premises,;

(iv) any apprehension of a breach of the provisions of the Health and Safety at Work Act 2015 by reason of a matter referred to in paragraph (iii) affecting the public or employees, contractors to or agents of the provider or any other person whose apprehended physical or psychological harm might lead to liability under that Act of the provider or any such employee, contractor or agent.

(b) the terms or conditions on which such premises are made available must not to any extent discriminate on or be based or relate to any ground in (a) above.

Definitions

4. Unless the context otherwise requires:
 - Freedom of Expression has the meaning contained in section 14 of the New Zealand Bill of Rights Act 1990.
 - Freedom of Association has the meaning contained in section 17 of the New Zealand Bill of Rights Act 1990.
 - Freedom of peaceful assembly has the meaning contained in section 16 of the New Zealand Bill of Rights Act 1990.
 - Premises includes public spaces and facilities for holding or conducting meetings, including electronically.
 - Provider means any person or body in the performance of any public function, power, or duty conferred or imposed on that person or body by or pursuant to law and includes any employee of a provider or any person or body to whom the provider may have delegated any decision-making power pertinent to the availability of premises referred to in section 4.
 - Speaker includes any person, individual or body who may wish to use or hire premises under the control of the Provider for the purposes encompassed in section 3, and for the avoidance of doubt extends to such a person whether or not the person speaks or intends to speak.

 5. Duties on various parties:
 - (a) Any provider must take all steps that having regard to the importance of the freedom of expression, freedom of association and freedom of peaceable assembly are reasonably practicable for it to take to achieve the object of this Bill.
 - (b) The New Zealand Police shall take all steps necessary to ensure that the freedom of expression, freedom of association and freedom of peaceable assembly are upheld and to deter and pursue persons who seek unlawfully to infringe the exercise of those rights.
 - (c) No provider nor the New Zealand Police shall be liable under the Health and Safety at Work Act 2015 for the consequences of any decision made pursuant to and in accordance with subsection (1) or (2).

 6. A person may bring civil proceedings against a provider to recover loss caused by a breach by the provider of any of its duties under this Act.

 7. In civil proceedings against a provider a Court may make orders:
 - (a) for the recovery of costs or expenditure in preparation for any event that may have been cancelled as a result of a breach of this Bill by the provider; and
-

- (b) for exemplary damages against the provider in such sum as the Court thinks fit; and
- (c) for payment by the provider on a solicitor client basis of the costs of the claimant reasonably incurred in obtaining advice on the application of this Act and in commencing proceedings notwithstanding withdrawal of opposition by the provider at any time before judgment.